

IN THE CIRCUIT COURT OF MERCER COUNTY
PRINCETON, WEST VIRGINIA

THOMAS CREIGHTON SHRADER
818 JEFFERSON AVE.
MOUNDSVILLE, WEST VIRGINIA
(PLAINTIFF)

CIVIL ACTION NO. - 76-C-888

VS

DOLORES MILLER
SHERWOOD APTS.
RT. 460
OAKVALE ROAD
PRINCETON, WEST VIRGINIA
(DEFENDANT)

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STATE OF WEST VIRGINIA

MOTION

FOR A CIVIL ACTION TO OBTAIN JUDGEMENT
AGAINST THE DEFENDANT, DOLORES MILLER, FOR
BREACH OF PROMISE AND FRAUD....

NOW COMES THE PLAINTIFF, THOMAS CREIGHTON SHRADER, HEREIN, IN PROPER
PERSONNA:
THE PLAINTIFF, A RESIDENT OF THE WEST VIRGINIA STATE PENITENTIARY AT
MOUNDSVILLE, WEST VIRGINIA, AND WHOM IS A BONAFIDE RESIDENT OF MERCER COUNTY,
DUHRING, WEST VIRGINIA,...

PLAINTIFF, NOW COMES BEFORE THIS HONORABLE COURT, AND MOVES THE CIRCUIT
COURT OF MERCER COUNTY, PRINCETON, WEST VIRGINIA, TO ISSUE A JUDGEMENT OF
SEVEN HUNDRED THOUSAND DOLLARS, (\$700,000.00) AGAINST THE DEFENDANT DOLORES
MILLER, WHOSE LAST KNOWN ADDRESS WAS, SHERWOOD APARTMENTS, ROUTE 460, OAKVALE
ROAD., PRINCETON, WEST VIRGINIA. AND IS EMPLOYED BY THE FIRST NATIONAL BANK
OF BLUEFIELD, WEST VIRGINIA.

(PAGE 1)



(1) THAT IF THE DEFENDANT, DOLORES MILLER, DESIRES TO ANSWER THIS COMPLAINT THAT SHE, (THE DEFENDANT) SHALL FILE WITH THE CLERK OF . . . THIS COURT WITHIN TEN DAYS OR THE TIME ALLOTTED BY THE STATE OF WEST VIRGINIA LAW, AN ANSWER TO SAID COMPLAINT, AS TO WHY THE BREACH OF PROMISE WAS BREACHED OR OTHERWISE FILE AN ANSWER TO THE COMPLAINT THEREIN..

JURISDICTION

JURISDICTION OF THIS COURT IS INVOKED PURSANT TO § 55-1-1 (E) UPON ANY AGREEMENT MADE UPON CONSIDERATION OF MARRIAGE, AND § 55-1-1 (F) UPON ANY AGREEMENT THAT IS NOT TO BE PERFORMED WITHIN A YEAR...

NOTE:

UNLESS THE PROMISE, CONTRACT, AGREEMENT, REPRESENTATION, ASSURANCE, OR RATIFICATIONS, OR MEMORANDUM OR NOTE THEREOF BE IN WRITING AND SIGNED BY THE PARTY TO BE CHARGED, THEREBY HIS AGENT, BUT IF THE CONSIDERATION NEED NOT BE SET FORTH OR EXPRESSED IN THE WRITING; AND IT MAY BE PROVED (WHERE A CONSIDERATION IS NECESSARY BY OTHER EVIDENCE.

CODE 1849, C, 143 SECTION 1 ;

CODE 1860, C, 143 § 1,

CODE 1968, C, 98 Section 1;

CODE 1928, C, 98 SECTION 1;

(EDITOR'S NOTE:)

A NUMBER OF CASES CITED IN THE NOTE TO THIS SECTION CONSTRUED THE IDENTICAL PROVISIONS OF CODE OF WEST VIRGINIA (1950) SECTION 11-2;

PLAINTIFF ALSO CITES 75-ALR 2d 633, ;

WHEREAS IT STATES WHAT CONSTITUTES PROMISES MADE IN OR UPON CONSIDERATION OF MARRIAGE WITHIN THE STATUTE OF FRAUD.....

COMPLAINT AND STATEMENT OF CASE

PLAINTIFF, UPON THE UNKEPT PROMISE OF MARRIAGE BY THE DEFENDANT, DOLORES MILLER...

(1) HAS SUFFERED DURESS, PHYSICAL PAIN, MENTAL DEPRESSION, CAUSING HIM TO COMMIT ACTS THAT HE WOULD NOT HAVE BEEN ABLE TO COMMIT UNDER NORMAL CIRCUMSTANCES AND CAUSING HIM TO BE IMPRISONED FOR THE REST OF HIS LIFE IN THE STATE PENITENTIARY, AT MOUNDSVILLE, WEST VIRGINIA.

(2) THE PLAINTIFF MET THE DEFENDANT IN OCTOBER OF 1972, AND THE DEFENDANT AGREED TO MARRY THE PLAINTIFF ON APRIL OF 1973. THE PLAINTIFF HAD BEEN DATING THE DEFENDANT SINCE OCTOBER OF 1972, AND THE TWO BECAME SWEETHEARTS AND LOVERS AND THE DEFENDANT AND THE PLAINTIFF HAD PREPARED TO BE MARRIED, AS THE PLAINTIFF HAD PROPOSED AND THE DEFENDANT HAD ACCEPTED AND PROMISED THE PLAINTIFF THAT SHE WOULD MARRY THE PLAINTIFF.

(3) THE PLAINTIFF HAD WENT TO THE EXPENSE OF BUYING A TRAILER FOR THEM TO LIVE IN, AFTER THEY WERE MARRIED.

(4) THE PLAINTIFF AND THE DEFENDANT HAD TAKEN THE FURNITURE OUT OF THE TRAILER AND HAD BOUGHT NEW HOUSE FURNITURE TO REPLACE THE TRAILER FURNITURE...

(5) AFTER THE PLAINTIFF HAD GONE TO ALL THIS TROUBLE AND EXPENSE TO DO EVERYTHING TO PLEASE THE DEFENDANT, AND BUYING HER AN EXPENSIVE SET OF ENGAGEMENT RINGS ON APRIL 11, 1973. THE DEFENDANT AFTER A TIME OF HER ENGAGEMENT WAS ALWAYS TRYING TO MAKE THE PLAINTIFF JEALOUS BY BEING SEEN WITH ANOTHER MAN, AND EVENTUALLY CAUSED THE PLAINTIFF TO GO COMPLETELY INTO A RAGE OF INSANITY, WHERE HE DID NOT KNOW WHAT HE WAS DOING AND CAUSED HIM TO WANT TO KILL HIMSELF... AND WHILE ATTEMPTING TO KILL HIMSELF, HE WENT COMPLETELY INSANE AT THE TIME AND COMMITTED AN ACT OF HOMICIDE, WITHOUT KNOWING WHAT HE WAS DOING. AND THEN THE PLAINTIFF PLED GUILTY TO MURDER, THUS INCRIMINATING HIMSELF, WITHOUT KNOWING WHETHER HE WAS GUILTY OR NOT, BUT JUST BY RELYING AND ASSUMING THAT HE WAS GUILTY BY WHAT PEOPLE SAID HE HAD DONE.

(6) THEREFORE THE PLAINTIFF IS AGGREIVED OF HIS FREEDOM AND IS SUFFERING FROM (A) MENTAL DEPRESSION, (B) PAIN, "BOTH PHYSCIAL AND EMOTIONAL BECAUSE OF THE BREACH OF PROMISE," THAT THE DEFENDANT DOLORES MILLER HAS CONSUMANATED. (C) THE PLAINTIFF IS SUFFERING, FROM MENTAL CRUELTY WROUGHT UPON THE PLAINTIFF BY THE BREACH OF DEFENDANT'S PROMISE TO MARRY THE PLAINTIFF, WHEN ALL SHE EVER INTENDED WAS TO OBTAIN ALL SHE COULD GET OUT OF THE PLAINTIFF BY HER PROMISES TO MARRY HIM AND THEN REFUSED TO MARRY HIM AFTER OBTAINING ALL SHE COULD GET OUT OF HIM, BECAUSE ONCE HE HAD SPENT ALL HE HAD SAVED AND WENT INTO DEBT FOR NUMEROUS ITEMS SHE WANTED, AND THEN SHE BREACHED THE PROMISE OF MARRIAGE TO THE PLAINTIFF BECAUSE SHE NEVER MEANT TO KEEP HER PROMISE OF MARRIAGE AS SHE DID SHOW, WHEN SHE BEGAN TO BE SEEN WITH ANOTHER MAN., THEREFORE COMMITTING FRAUD UPON THE PLAINTIFF BY MAKING A PROMISE OF MARRIAGE TO OBTAIN THESE THINGS AND FOR THE PLAINTIFF TO SPEND ALL OF HIS MONEY ON HER, WITH A PROMISE THAT WAS FRAUDENTLY MADE.

(7) NOW THE PLAINTIFF HAS A LIFE SENTENCE IN PRISON BECAUSE OF HER ACTION OF CAUSING THE PLAINTIFF TO ACT IN A HEAT OF PASSION AND BECOME SO ENGROSSED IN KILLING HIMSELF, BECAUSE HE DID NOT WANT TO LIVE OR FACE LIFE WITHOUT THE DEFENDANT AS HIS WIFE, BECAUSE TO HIM SHE WAS HIS LIFE AND HIS ONLY REASON FOR WANTING TO LIVE, THAT IN THIS STATE OF MIND THAT HE DID NOT KNOW WHAT HE WAS DOING AT THE TIME HE COMMITTED AN ACT OF HOMICIDE.

WHEREFORE, THE PLAINTIFF BELIEVES HE IS ENTITLED TO THE RELIEF HE SEEKS IN HIS MOTION FOR A JUDGEMENT TO BE ENTERED IN HIS FAVOR AGAINST THE DEFENDANT FOR HER FRAUDLENT PROMISE TO MARRY HIM FOR HER PERSONAL GAIN, AND THEN ONCE HE HAD SPENT ALL HE POSSESSED, SHE BEGAN TO BE SEEN WITH ANOTHER MAN IN ORDER TO MAKE HIM GO INTO SUCH A FRAME OF MIND, THAT HE WOULD KILL HIMSELF, (AND THIS THE PLAINTIFF INTENDED TO DO), BUT IT BECAME SUCH AN OBSESSION IN HIS MIND THAT HE DID NOT KNOW WHAT HE WAS DOING AND COMMITTED AN ACT OF HOMICIDE, WITHOUT KNOWLEDGE OF HE WAS DOING SUCH HOMOCIDE.

THEREFORE, THE PLAINTIFF PRAYS FOR THE HONORABLE PRESIDING JUDGE OF THIS HONORABLE COURT TO ENTER A JUDGEMENT AGAINST THE DEFENDANT IN THE AMOUNT OF SEVEN HUNDRED THOUSAND DOLLARS, (\$700,000.00), BECAUSE OF THE UNDUE PAIN, SUFFERING EMOTIONAL DEPRESSION AND THE MENTAL STRAIN, THAT THE PLAINTIFF IS CONSTANTLY IN, DUE TO THE FACT THAT THE DEFENDANT HAS CAUSED AND BROUGHT UPON THE PLAINTIFF BY HER ACTIONS OF NOT MARRYING THE PLAINTIFF, PLUS DESTROYING THE PLAINTIFF'S FUTURE AND THE BEAUTIFUL PLANS THAT HAD BEEN MADE AND TALKED OVER BETWEEN THE DEFENDANT AND PLAINTIFF.

THE PLAINTIFF FURTHER, PRAYS FOR THIS HONORABLE COURT TO ISSUE A JUDGEMENT AGAINST THE DEFENDANT FOR FRAUD AND THE BREACH OF PROMISE AS HEREIN PRAYED FOR.

THE PLAINTIFF PRAYS THAT THIS MOTION ~~ON~~ BE HONORED, THIS AS REQUESTED BY THE LAWS OF THE STATE OF WEST VIRGINIA AND THE LAWS ON BREACH OF PROMISE, AND THE LAWS OF FRAUD AS PREVIOUSLY STATED IN THIS MOTION, THEREBY GRANTING THE PLAINTIFF, THE RELIEF TO WHICH HE IS ENTITLED BY LAW, AND TO APPLY ANY OTHER CRIMINAL OR CIVIL LAWS THAT ARE APPLICABLE..... OR OTHERWISE A GRAVE INJUSTICE SHALL OCCUR AND THE PLAINTIFF WILL BE DENIED RELIEF BY HIS INABILITY TO PAY THE COSTS THEREOF.....

RESPECTFULLY SUBMITTED

BY/ Thomas Creighton Shrader
Thomas Creighton Shrader
818 Jefferson Ave.
Moundsville, W.Va. 26041
(PLAINTIFF)

STATE OF WEST VIRGINIA }
COUNTY OF MARSHALL } TO WIT:

I, THOMAS CREIGHTON SHRADER, SWEAR THAT THE FOREGOING STATEMENTS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND FURTHER, AFFIANT SAITH NOT.

Thomas C. Shrader
(AFFIANT)

SUBSCRIBED AND SWORN TO ME THIS 17 DAY OF July 1978.

9/20/86
MY COMMISSION EXPIRES

Kenneth L. Hinde
NOTARY PUBLIC